

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM553924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		12/11/2019	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Indiana Limestone Acquisition, LLC		
Street Address:	76 Rue Saint-Paul		
Internal Address:	Suite 100		
City:	Quebec		
State/Country:	CANADA		
Postal Code:	G1K 3V9		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3171013	VANDERBILT CLASSIC	
Registration Number:	5314980	ROCKFORD ESTATE BLEND	
Registration Number:	5011970	INDIANA LIMESTONE	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	888-829-5817		
Email:	Results-UCCTeam2@wolterskluwer.com		
Correspondent Name:	CT Corporation (Katie Harej)		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		
DATE SIGNED:	12/18/2019		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of Montreal, as Agent

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Bank _____

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 11, 2019

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Indiana Limestone Acquisition, LLC

Street Address: 76 Rue Saint-Paul, Suite 100

City: Tate

State: Quebec, Quebec

Country: Canada Zip: G1K 3V9

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

None.

B. Trademark Registration No.(s)

3,171,013; 5,314,980; and 5,011,970

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4274379

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  for Chapman and Cutler LLP

December 16, 2019

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY dated December 11, 2019 by Bank of Montreal ("*BMO*"), with its mailing address at 100 King Street West, 18th Floor, Toronto, Ontario, Canada M5X 1A1, acting as administrative agent hereunder for the Secured Creditors as defined in the Intellectual Property Security Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the "*Agent*");

WITNESSETH:

WHEREAS, Indiana Limestone Acquisition, LLC, a Delaware limited liability company ("*Grantor*"), with its mailing address at 76 Rue Saint-Paul, Suite 100, Quebec, Quebec, Canada G1K 3V9, and Agent were parties to a certain Intellectual Property Security Agreement dated October 10, 2018 between Grantor and Agent which was recorded in the United States Patent and Trademark Office on October 12, 2018 at Reel 6465, Frame 0411 (the "*Agreement*"), pursuant to which Grantor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, trademark applications, patents, patent applications, copyrights, copyright registrations, and copyright applications listed on Schedule A, Schedule B and Schedule C attached hereto and certain other property (collectively, the "*Collateral*"); and

WHEREAS, Grantor has requested that Agent release its security interests in the Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent hereby releases its security interests in, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to all of Grantor's right, title and interest in and to the following:

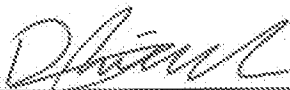
- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Intellectual Property to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Administrative Agent

By 
Name David Rimcik
Title Authorized Representative

[Signature Page to Release of Security Interest in Intellectual Property]

Schedule A
to
Intellectual Property Security Agreement
PATENTS

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

Schedule B
to
Intellectual Property Security Agreement
TRADEMARKS

I. TRADEMARK REGISTRATIONS

Trademark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Vanderbilt Classic	100	U.S.	3,171,013
Berkshire	100	U.S. (state of Indiana)	2011-0450
Rockford Estate Blend	100	U.S. (state of Indiana)	2011-0449
Rockford Estate Blend	100	U.S.	5,314,980
Indiana Limestone	100	U.S.	5,011,970

II. TRADEMARK APPLICATIONS

None.

Schedule C
to
Intellectual Property Security Agreement
COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

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